

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF OHIO

In re:	:	Case No.	<u>2:15-bk-51213</u>
Joseph P Lear Deanna L Lear	:	Chapter	<u>13</u>
Debtor(s)	:	Judge:	<u>Preston</u>

**FIRST AMENDED CHAPTER 13 PLAN**

**NOTE:** The term "Debtor" as used throughout this Plan shall reference either a single debtor or joint debtors. The term "Plan" shall refer to the plan filed in this case, as it may be amended, using the mandatory form plan adopted in this Division. All references to section (§) numbers are to sections of the United States Bankruptcy Code, 11 U.S.C. section § 101, et seq. The term "BR" shall refer to the Federal Rules of Bankruptcy Procedure. The term "LBR" shall refer to the Local Bankruptcy Rules of the Southern District of Ohio.

<input checked="" type="checkbox"/> Amended Plan All pre-confirmation amendments to an original Mandatory Form Plan shall be accomplished by filing a complete Plan with the changes highlighted or reflected in bold or italic typeface.		
<input checked="" type="checkbox"/> Above Median Income <input type="checkbox"/> Below Median Income	Insolvent unless otherwise marked below: <input type="checkbox"/> Solvent Estate	Dividend to Unsecured Creditors: <u><b>34 %</b></u>
Debtor claims to be eligible for discharge under § 1328(f) unless otherwise marked below: <input type="checkbox"/> Debtor is not eligible for discharge under § 1328(f) <input type="checkbox"/> Joint Debtor is not eligible for discharge under § 1328(f)		
Debtor (1) filed a voluntary petition for relief under Chapter 13 of the Bankruptcy Code on <u><b>03-03-2015</b></u> <b>OR</b> (2) converted this case to a case under Chapter 13 on <u><b>N/A</b></u> ("Petition Date").		

**A. PAYMENTS**

**A(1). Plan Payments.**

The future earnings of Debtor are submitted to the supervision and control of the Trustee. Debtor shall pay the Trustee the sum of **\$2,466.00 per month until the end of the plan**, for a period not to exceed sixty months. Debtor shall commence payments within thirty days of the Petition Date, and distributions shall begin upon confirmation pursuant to § 1326(a). The effective date of the Plan shall be the date of entry of an order confirming the Plan.

From the payments so received, the Trustee shall make disbursements, subject to the Trustee’s fee. The disbursement schedule is dependent upon receipt of regular monthly Plan payments. Any increases to monthly mortgage or escrow payments without corresponding changes to the Plan payment may impact the disbursement schedule. The Trustee has the discretion to calculate the amount and timing of distributions as is administratively efficient.

**A(2). Pre-Confirmation Adequate Protection Payments/Lease Payments.**

The following pre-confirmation adequate protection payments on claims secured by personal property and pre-confirmation lease payments for leases of personal property shall be paid by the Trustee, subject to his full fees, to the creditors listed below. Except as provided by § 501(c), secured creditors must file a proof of claim to receive payment. Unless otherwise ordered by the Court, these payments will be retained by the Trustee until confirmation and distributed after confirmation. If the case is dismissed or converted prior to confirmation, the Trustee will distribute the retained payments, pro rata, based on the adequate protection payment amounts.

Creditor	Property Description	Monthly Adequate Protection Payment
----------	----------------------	-------------------------------------

MANDATORY FORM PLAN (10/01/2010) Revised 04/01/2012

Creditor	Property Description	Monthly Adequate Protection Payment
Toyota Mtr	2011 Toyota Venza Miles: 59,000 Location: 2548 E. Newman St., Zanesville OH 43701	\$25.00
Wfs Financial/Wachovia Dealer Srvs	2005 Toyota 4Runner Miles: 200,000 Location: 2548 E. Newman St., Zanesville OH 43701	\$25.00

**A(3). Administrative Expenses, Attorney Fees, and § 1326(b) Priority Payments.**

Administrative expenses, unitemized attorney fees, itemized attorney fees under LBR 2016-1(b)(2)(B), and priority payments as required by § 1326(b) shall be paid concurrently with Class 2 claims. The total unitemized attorney fee for services (not to exceed the amount set forth in LBR 2016-1(b)(2)(A)), or the estimated itemized fee under LBR 2016-1(b)(2)(B) is \$ 3,500.00.

Debtor's attorney received \$ 220.00 prior to the Petition Date. The Trustee shall disburse a minimum monthly amount of \$ 1,000.00 to Debtor's attorney until the balance of \$ 3,280.00 is paid in full. Fees for independent appraisals of real estate and utility deposits will be paid as administrative expenses pursuant to § 503 upon the timely filing of a proof of claim. The Trustee may pay in one lump sum any administrative claim that is less than \$500.00

**B. CLASS 1-CLAIMS SECURED BY REAL PROPERTY**

Except as set forth in section B(3), all secured creditors secured only by a security interest in real property shall retain their liens until the later of issuance of a discharge or payment of the underlying debt as determined under non-bankruptcy law.

**B(1). Mortgage Payments Outside the Plan.**

Regular monthly payments on the following mortgage claims will be paid directly by Debtor, if direct payments are permitted by LBR 3015-1(d)(1):

Creditor	Property Address
-NONE-	

**B(2). Conduit Mortgage Payments.**

Regular mortgage payments on the following mortgage claims will be paid on a conduit basis by the Trustee, subject to his full fees, beginning with the first calendar month after the Petition Date, if conduit payments are required by LBR 3015-1(d)(1) or proposed by Debtor. Confirmation of the Plan shall impose an affirmative duty and legal obligation on the holders and/or servicers of mortgage claims to do all of the following, unless the case is dismissed or converted:

(a) Apply the post-petition conduit mortgage payments as post-petition monthly payments of principal and interest on the mortgage note, and, if applicable, as post-petition monthly payments of escrowed items such as insurance and/or real estate taxes. If such payments are placed into a suspense, forbearance or similar account, they will be deemed to have been applied pursuant to this subsection.

(b) Apply the payments received from the Trustee for payment on the arrearage, if any, only to such arrearage. The arrearage shall be deemed paid in full upon the entry of the discharge order in this case, unless otherwise ordered by the Court

(c) Deem the pre-petition arrearage contractually current upon confirmation of the Plan so as to preclude the imposition of late payment charges or other default-related fees and services.

(d) File and serve a Notice of Mortgage Payment Change on Official Form 10S1, within the deadline and in compliance with the service requirements set forth in BR 3002.1(b), to reflect any changes in the monthly mortgage payments or escrow amounts that occur during the term of the Plan. Upon the filing of a Notice of Mortgage Payment Change, the Plan shall be deemed modified to permit the Trustee to disburse the amended payment amount.

Creditor	Property Address	Monthly Conduit Mortgage Payment
Century National Bank	2548 E. Newman St., Zanesville OH 43701	\$864.00
Ohio Educ Cu	2548 E. Newman St., Zanesville OH 43701	\$82.00

MANDATORY FORM PLAN (10/01/2010) Revised 04/01/2012

**B(3). Liens and/or Mortgages to be Paid as Unsecured Claims.**

The following claims secured by a lien and/or mortgage will be paid as unsecured claims concurrent with Class 5 general unsecured claims. Debtor shall file a separate motion or adversary proceeding to determine: (i) whether the property listed below vests free and clear of the lien(s) and/or mortgage(s) pursuant to § 1327 or (ii) whether the lien(s) and/or mortgage(s) listed below may be avoided pursuant to other applicable provisions of the Bankruptcy Code. Notwithstanding § 1327(a), confirmation of the Plan shall not be dispositive of: (i) the valuation of the collateral or (ii) the secured status of the claims. Debtor has standing and authority to file the motion or adversary proceeding; to the extent that the Trustee has standing to bring such action, standing is hereby assigned to Debtor.

Creditor	Property Address
Capital One Judgment Lien No. JL85-0676 was entered on 04-30-2014 in Common Pleas Court, Muskingum County for \$1,899.24	2548 E. Newman St., Zanesville OH 43701
Ohio Educ Cu Judgment Lien No. JL86-0337 was entered on 10-08-2014 in Common Pleas Court, Muskingum County for \$14,605.47	548 E. Newman St., Zanesville OH 43701

**B(4). Liens and/or Mortgages Which May Be Modified.**

Liens and/or mortgage claims listed in this subsection consist of any claims secured by real property *that is not the Debtor's principal residence* or secured by other assets in addition to the residence. To the extent the claim of the lien holder and/or the mortgage claim holder is in excess of the value of the estate's interest in the collateral, the balance shall be treated as a Class 5 general unsecured claim. Unless otherwise stipulated or determined by order of the Court, the real property shall be valued for purposes of § 506 as set forth by Debtor below.

Creditor	Property Address	Value of Collateral	Interest Rate	Minimum Monthly Payment
-NONE-				

**B(5). Real Property to be Surrendered.**

(a) Debtor will surrender the following real property and any resulting deficiency balance shall be treated as a Class 5 general unsecured claim:

Creditor	Property Address
-NONE-	

(b) The Trustee shall not pay any claims secured by this real property until a timely filed secured proof of claim is amended to set forth the unsecured deficiency balance after disposition of the real property. Such amendments shall be filed no later than 365 days after confirmation of the Plan; amendments filed after that date shall be deemed disallowed and subject to discharge under § 1328 unless otherwise ordered by the Court. The Trustee will make no distributions in respect of mortgage payments, mortgage arrearages, or real estate taxes on surrendered real property, unless otherwise provided in the Plan or by order of the Court.

(c) Upon confirmation of the Plan, the automatic stay of § 362 shall be deemed modified to allow *in rem disposition* of the real property as necessary to effect the surrender.

NOTE: If, at any time after confirmation, sufficient funds are not available to make a full monthly payment on all Class 1 claims, at the Trustee's discretion, the available funds will be distributed pro rata on Class 1 claims. Any post-petition mortgage arrearages will be paid prior to payment of Class 2 claims.

MANDATORY FORM PLAN (10/01/2010) Revised 04/01/2012

**C. CLASS 2—CLAIMS SECURED BY PERSONAL PROPERTY; UNEXPIRED LEASES****C(1). Lien Retention and Interest.**

All secured creditors secured only by a security interest in personal property shall retain their liens until the earlier of issuance of a discharge or payment of the underlying debt as determined under non-bankruptcy law. Unless otherwise stipulated or provided for below, secured creditors shall be paid interest at the rate of 5 %.

**C(2). To Be Paid in Full (i.e., § 506 Does Not Apply).**

The Trustee shall pay the following claims in full:

Creditor	Property Description	Purchase Date	Estimated Claim Amount	Interest Rate	Minimum Monthly Payment
-NONE-					

**C(3). Claims to Which § 506 Applies.**

(a) Claims listed in this subsection consist of any claims secured by personal property not described above. To the extent a secured creditor's claim is in excess of the collateral value, the balance shall be treated as a Class 5 general unsecured claim. Unless otherwise stipulated or determined by order of the Court, the personal property shall be valued for purposes of § 506 at the lower of the creditor's valuation set forth on its proof of claim or the valuation set forth by Debtor below:

Creditor	Property Description	Purchase Date	Value of Collateral	Interest Rate	Minimum Monthly Payment
Toyota Mtr	2011 Toyota Venza Miles: 50,000	8/01/11	\$16,481.00	5%	\$25.00 per month until attorney fees have been paid, then \$501.00 per month until paid in full
Wfs Financial/Wachovia Dealer Svcs	2005 Toyota 4Runner Miles: 100,000	6/01/10	\$10,000.00	5%	\$25.00 per month until attorney fees have been paid, then \$400.00 per month until paid in full

**C(4). Personal Property to be Surrendered**

Debtor will surrender the following property and any resulting deficiency balance shall be treated as a Class 5 general unsecured claim:

Creditor	Property Description
-NONE-	

**C(5). Executory Contracts and Vehicle Leases.**

(a) Debtor rejects the following executory contract(s) and/or vehicle lease(s) and any resulting claim shall be treated as a Class 5 general unsecured claim:

Creditor	Property Description
-NONE-	

(b) Debtor assumes the executory contract(s) and/or vehicle lease(s) listed below. The Trustee shall pay vehicle lease payments unless otherwise ordered by the Court. Debtor shall pay all other lease or executory contract payments unless otherwise specified below. All payments under this section will begin the first calendar month following the Petition Date.

Creditor	Property Description	Termination Date	Monthly Payment Amount To be Paid Directly by Debtor	Monthly Payment Amount To be Paid by Trustee
-NONE-				

**NOTE:** If at any time after confirmation sufficient funds are not available to make a full monthly payment on all Class 2 claims, at the Trustee's discretion, the available funds will be paid pro rata on Class 2 claims and administrative expense claims.

MANDATORY FORM PLAN (10/01/2010) Revised 04/01/2012

**D. CLASS 3-PRIORITY CLAIMS AND DOMESTIC SUPPORT OBLIGATIONS****D(1). Priority Claims.**

Class 3 claims will be paid pro rata and concurrently with Class 4 claims. All allowed claims entitled to priority under § 507(a) shall be paid in full unless: (i) otherwise provided for in § 1322(a), or (ii) the holder of a particular claim agrees to a different treatment of its claim. Any and all pre-petition penalties, and post-petition penalties and interest, that have accrued or will accrue on any such claims shall be treated as Class 5 general unsecured claims and shall not be entitled to priority.

**D(2). Domestic Support Obligations.**

(a) Domestic support obligations (DSOs) as defined in § 101(14A). Debtor shall pay all post-petition DSOs directly to the DSO creditor and not through the Trustee. Upon completion of the Plan, Debtor shall certify to the Court that all payments on post-petition DSOs have been made. If Debtor becomes subject to a DSO during the term of the Plan, Debtor shall file with the Court and serve on the Trustee a notice reflecting the nature of the DSO, and the name and address of the DSO creditor.

Pre-petition arrearages on DSOs shall be paid as follows:

Name of DSO Creditor	Name & Address of CSEA	Estimated Arrearage Amount, if any, to be Paid Directly by Debtor	Estimated Arrearage Amount, if any, to be Paid by Trustee
-NONE-			

(b) Name of governmental unit to which a DSO has been assigned, or is owed, or is recoverable by, and the estimated amount of the DSO:

Creditor	Governmental Unit	Estimated DSO Amount	To be Paid Directly by Debtor	To be Paid by Trustee
-NONE-				

**E. CLASS 4-SECURED CLAIMS NOT OTHERWISE DESIGNATED****E(1). Payment of Class 4 Claims.**

Class 4 claims including itemized post-confirmation attorney fees per LBR 2016-1(c), pre-petition mortgage arrearages, pre-petition and post-petition lease arrearages, real estate taxes and other secured claims not otherwise designated shall be paid pro rata, concurrently and in full with Class 3 claims.

**NOTE:** No interest shall be paid on any pre-petition mortgage arrearages as part of the cure of the default if the mortgage was executed after October 22, 1994.

**E(2). Pre-Petition Arrearages on Real Estate Mortgage(s).**

The Trustee shall distribute payments to cure the following pre-petition mortgage arrearages:

Creditor	Property Address	Estimated Arrearage Amount
Century National Bank	2548 E. Newman St., Zanesville OH 43701	\$12,498.15
Ohio Educ Cu	2548 E. Newman St., Zanesville OH 43701	\$1,973.63

**E(3). Arrearages on Assumed Leases and Executory Contracts.**

The Trustee shall distribute payments to cure the following arrearages on assumed leases and/or executory contracts:

Creditor	Property Address/Description	Estimated Arrearage Amount
-NONE-		

MANDATORY FORM PLAN (10/01/2010) Revised 04/01/2012

**F. CLASS 5-GENERAL UNSECURED CLAIMS****F(1). Unsecured Dividend.**

After payment of allowed claims in Classes 1, 2, 3 and 4, allowed general unsecured claims shall be paid a dividend as provided on page one of the Plan.

Notwithstanding the expiration of the claims bar date, the Trustee is authorized to modify the Plan post-confirmation to ensure that the plan length meets the "applicable commitment period" provided by § 1325(b) by filing a motion with the Court.

**F(2). Solvency.**

If this is a solvent estate, all general unsecured claims shall be paid in full with interest at 5 %, unless otherwise provided.

**G. MISCELLANEOUS PROVISIONS****G(1). Co-Debtor Claims not Otherwise Provided for in the Plan.**

(a) The following co-debtor claims will be paid in full by the Trustee concurrently with Class 4 claims to protect the co-debtor:

Creditor	To be Paid in Full with Interest at Rate Specified Below	Minimum Monthly Payment, if Applicable
-NONE-		

(b) The following co-debtor claims will be paid as follows:

Creditor	To be Paid by Co-Debtor Outside the Plan	To be Paid Same Dividend as General Unsecured Claims
-NONE-		

**G(2). Sale of Property.**

Debtor proposes to sell the real or personal property described below following Trustee and/or Court approval as required by LBR 6004-1(c)-(d). Debtor shall commit the net proceeds as follows:

Property Address/Description	Date by Which Sale Shall be Completed	Estimated Net Proceeds	Disposition of Net Proceeds
-NONE-			

**G(3). Tax Returns.**

All required tax returns have been filed except as provided below:

Tax Agency	Type of Tax	Tax Period	Date Return will be Filed
-NONE-			

MANDATORY FORM PLAN (10/01/2010) Revised 04/01/2012

**G(4). Vesting.**

Unless marked below, confirmation of the Plan vests all property of the estate in Debtor free and clear of any claim or interest of any creditor provided for by the Plan pursuant to § 1327(b) and (c).



Property of the estate shall not vest in Debtor upon confirmation but shall remain property of the estate until the case is dismissed, converted, or a discharge is issued, whichever occurs first.

**G(5). Other Events**

If any of the following occurs, Debtor shall fully and timely disclose the event to the Trustee and shall file any appropriate notice, application and/or motion with the Trustee and/or Court:

- Any change in marital status or child/spousal support payments;
- Any change in employment;
- Any change of address; and/or
- Any financial recovery to which Debtor becomes entitled for any reason, including without limitation, any personal injury claim, employment claim, workers' compensation claim, unemployment claim, inheritance, life insurance benefits, lottery proceeds or property settlement.

**G(6). Insurance Information.**

As of the Petition Date, Debtor's property is insured as follows:

Property Address/Description	Insurance Company	Policy Number	Full/Liability	Agent and Contact Information
Real Estate Location: 2548 E. Newman St., Zanesville OH 43701	Allstate Property & Casualty Insurance Co	98017045206/23	Full	Tracey D. Bateson (740) 455-2126
1999 Toyota 4Runner Miles: 211,000 Location: 2548 E. Newman St., Zanesville OH 43701	Allstate	992178088	Liability	Tracey Bateson (740) 455-2126
2005 Toyota 4Runner Miles: 100,000 Location: 2548 E. Newman St., Zanesville OH 43701	Allstate	992178088	Full	Tracey Bateson (740) 455-2126
2011 Toyota Venza Miles: 50,000 Location: 2548 E. Newman St., Zanesville OH 43701	Allstate	992178088	Full	Tracey Bateson (740) 455-2126
2004 Pontiac Grand Prix Miles: 150,000 Location: 2548 E. Newman St., Zanesville OH 43701	Allstate	992178088	Liability	Tracey Bateson (740) 455-2126

**G(7). Casualty Loss Insurance Proceeds (Substitution of Collateral).**

If a motor vehicle is substantially damaged while subject to an unpaid secured claim, Debtor shall have the option, upon the filing of an appropriate motion, of using the proceeds of any insurance payable due to loss of the vehicle to: (i) repair the vehicle, (ii) pay off the balance of the secured claim if the secured creditor is a named loss payee on the policy, or (iii) substitute the collateral by purchasing a replacement vehicle. If Debtor purchases a replacement vehicle, the vehicle shall have a value not less than the balance of the unpaid secured claim, the lien of the creditor shall be transferred to the replacement vehicle, and the Trustee will continue to pay the allowed secured claim. Debtor may not purchase a replacement vehicle without Trustee and/or Court approval as required by LBR 4001-3(b)-(d).

**G(8). Post-Petition Debt.**

Debtor shall not incur any non-emergency consumer debt in excess of \$1,000 without Trustee and/or Court approval. LBR 4001-3(b)-(d).

## MANDATORY FORM PLAN (10/01/2010) Revised 04/01/2012

## H. SPECIAL PROVISIONS

The Special Provisions listed below, if any, are restricted to those items applicable to Debtor's particular circumstances.

**NOTE:** Special Provisions shall **NOT** contain a restatement of provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure or the Local Bankruptcy Rules, nor shall this section contain boilerplate language regarding the treatment of mortgages, mortgage arrearages, proofs of claim, consumer protection provisions or the like. See General Order No. 7.

<b>Special Provisions:</b>
1. <i>Debtors shall make plan payments in the amount set forth in this Plan for no less than the applicable commitment period, but not to exceed 60 months. The dividend to be paid to unsecured creditors shall be no less than the dividend set forth on page one of the plan.</i>
2.
3.

The undersigned hereby certify(ies) that the Plan does not contain any alterations to the text of the Mandatory Form Plan, except as authorized by order of the Court.

Case Attorney:

/s/ Mitchell C. Marczewski

Attorney for Debtor(s)

MARCZEWSKI LAW OFFICES LLC

1020 Maple Ave.

Zanesville OH 43701

740-453-8900; 740-453-8988, Fax

mitch@zanesvillelawyer.com

Dated: May 30, 2015 in the year of our Lord

Debtor

/s/ Joseph P. Lear

Joseph P Lear

Dated: May 30, 2015 in the year of our Lord

Joint Debtor

/s/ Deanna L. Lear

Deanna L Lear

Dated: May 30, 2015, in the year of our Lord

### **NOTICE OF FIRST AMENDED CHAPTER 13 PLAN**

Debtor(s) has filed a **First Amended Chapter 13 Plan** with the Court.

**Your rights may be affected.** You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to grant the relief sought in the **First Amended Chapter 13 Plan**, then on or before **twenty-one (21) days from the date set forth in the certificate of service**, you must file with the Court a response explaining your position by mailing your response by regular U.S. Mail to United States Bankruptcy Court, 170 North High Street, Columbus, OH 43215 OR your attorney must file a response using the Court's ECF system.

The Court must **receive** your response on or before the above date.

You must also send a copy of your response either by 1) the Court's ECF System or by 2) regular U.S. Mail to:

? Chapter 13 Trustee, 130 E. Wilson Bridge Rd #200, Worthington OH 43085

? US Trustee, 170 N. High St #200, Columbus OH 43215

? Mitchell C. Marczewski, 1020 Maple Avenue, Zanesville, OH 43701



MANDATORY FORM PLAN (10/01/2010) Revised 04/01/2012

If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the **First Amended Chapter 13 Plan** and may enter an Order granting that relief without further hearing or notice.

### **CERTIFICATE OF SERVICE (LBR 9013-3)**

I hereby certify that on May 30, 2015 in the year of Our Lord, a copy of the foregoing **First Amended Chapter 13 Plan** was served on the following registered ECF participants, **electronically** through the court's ECF System at the email address registered with the Court:

Asst US Trustee (Col)

Susan Cultice Brown on behalf of Creditor Century National Bank

Mitchell Marczewski on behalf of Debtor Joseph P. Lear

Mitchell Marczewski on behalf of Joint Debtor Deanna L. Lear

Frank M Pees, Chapter 13 Trustee

And on the following by **ordinary U.S. Mail** addressed to:

Century National Bank |33 South Fifth Street|Zanesville, OH 43701-3510  
 AT&T |P.O. Box 8212|Aurora, IL 60572-8212  
 AT&T |c/o I.C. System|444 Highway 96 East, P.O. Box 64794|Saint Paul, MN 55164-0794  
 Ace Cash Express |1231 Greenway Drive|Suite 600|Irving, TX 75038-2511  
 Action Payday |P.O. Box 283|Flandreau, SD 57028-0283|  
 Advance America |3267 Maple Ave., #6|Zanesville, OH 43701-1312  
 American General Financial/Springleaf Fi |Springleaf Financial/Attn: Bankruptcy Dept|Po Box 3251|Evansville, IN 47731-3251  
 American InfoSource LP as agent for |Spot Loan|PO Box 248838|Oklahoma City OK 731248838  
 Attorney General - Rev Rec |150 E Gay St. 21st Floor|Attn: BK/Staff Collections Enforcement|Columbus, OH 43215-3191  
 Avante |2950 S Gessner|Houston, TX 77063-3751  
 CACH, LLC |4340 S. Monaco Street|2nd Floor|Denver, CO 80237-3485  
 CERASTES, LLC |C O WEINSTEIN & RILEY, PS|2001 WESTERN AVENUE, STE 400|SEATTLE, WA 98121-3132  
 Cach Llc/Square Two Financial |Attention: Bankruptcy|4340 South Monaco St. 2nd Floor|Denver, CO 80237-3485  
 Cap One |Po Box 30253|Salt Lake City, UT 84130-0253  
 Cap One |Po Box 5253|Carol Stream, IL 60197-5253  
 Capital One |Attn: Bankruptcy|Po Box 30285|Salt Lake City, UT 84130-0285  
 Capital One Bank (USA) N.A. |P.O. Box 6492|Carol Stream, IL 60197-6492  
 Capital One Bank USA Na |c/o Cheek Law Offices, LLC|471 East Broad St., 12th Floor|Columbus, OH 43215-3806  
 CashNet |200 West Jackson|Suite 2400|Chicago, IL 60606-6941  
 Cavalry SPV/Yale Levy |4645 Executive Drive|Columbus, OH 43220-3601  
 Century National Bank |14 S 5th St|Zanesville, OH 43701-3526  
 Chase Card |Po Box 15298|Wilmington, DE 19850-5298  
 Check Into Cash |201 Keith Street|Suite 80|Cleveland, TN 37311-5867  
 Check N Go |7755 Montgomery Road|Cincinnati, OH 45236-4197  
 Cheek Law Offices |471 E. Broad Street, 12th Floor|Columbus, OH 43215-3806  
 Cheeks, Emerson Esq. |471 E. Broad St., 12th Floor|Columbus, OH 43215-3806  
 Chex Systems |7805 Hudson Rd., Suite 100|Woodbury, MN 55125-1703  
 CHOICE RECOVERY INC|1550 OLD HENDERSON ROAD|STE 100|COLUMBUS OH 43220-3662  
 Citibank N A |701 E. 60th St North|Sioux Falls, SD 57104-0493  
 INTERNAL REVENUE SERVICE|CENTRALIZED INSOLVENCY OPERATIONS|PO BOX 7346|PHILADELPHIA PA 19101-7346  
 Direct Merchants Bank |P.O. Box 5241|Carol Stream, IL 60197-5241  
 Eickelberger, Scott Esq. |50 North Fourth Street|P.O. Box 1030|Zanesville, OH 43702-1030  
 Equifax |P.O. Box 740241|Atlanta, GA 30374-0241  
 Experian National Consumer Assistance |P.O. Box 2002|Allen, TX 75013-2002  
 FSST Financial Services, LLC |dba Action PDL Services|P.O. Box 283|Flandreau, SD 57028-0283  
 First American Loans |201 N. Maysville Pike|Zanesville, OH 43701-6171  
 First Merit Bank |Attention: Bankruptcy|Iii Cascade Plaza|Akron, OH 44308  
 First Novus |P.O. Box 333|Parshall, ND 58770-0333  
 Flagstar Bank |Attn: Bankruptcy Dept|5151 Corporate Dr|Troy, MI 48098-2639  
 GE Capital/Care Credit |P.O. Box 960061|Orlando, FL 32896-0061  
 GE CRB/Care Credit |Attn: bankruptcy|Po Box 103104|Roswell, GA 30076-9104  
 Genesis Emergency Physicians |P.O. Box 182444|Columbus, OH 43218-2444  
 Genesis Healthcare |P.O. Box 932266|Cleveland, OH 44193-0010  
 Genesis Healthcare |P.O. Box 951540|Cleveland, OH 44193-0017  
 Genesis Medical Group |P.O. Box L-3211|Columbus, OH 43260-0001  
 Gorden Valley |635 East Hwy 20|Upper Lake, CA 95485-8793  
 Green Trust |P.O. Box 340|Hays, MT 59527-0340  
 Grey, Christopher, Esq. |471 East Broad Street, 12th Floor|Columbus, OH 43215-3806  
 HSBC Bank |c/o Levy & Associates, LLC|4645 Executive Drive|Columbus, OH 43220-3601  
 IC System |Attn: Bankruptcy|444 Highway 96 East; Po Box 64378|St. Paul, MN 55164-0378

**MANDATORY FORM PLAN (10/01/2010) Revised 04/01/2012**

IRS |P.O. Box 7346|Philadelphia, PA 19101-7346  
 Javitch Block & Rathbone |1100 Superior Ave 18th Floor|Cleveland, OH 44114-2518  
 Jb Robinson |Attn: Bankruptcy|Po Box 1799|Akron, OH 44309-1799  
 Kincaid, Taylor & Geyer |P.O. Box 1030|Zanesville, OH 43702-1030  
 LaAsmar, Ronald Esq. |27 N. Fifth Street, Suite 201|P.O. Box 189|Zanesville, OH 43702-0189  
 Level Financial Mobil Loans |c/o National Credit Adjuster's|P.O. Box 3023-327 W. 4th St|Hutchinson, KS 67504-3023  
 Level Financial, LLC |Attn: Michael Swanson|PO Box 3023|Hutchinson, KS 67504-3023  
 Levy & Associates, LLC |4645 Executive Drive|Columbus, OH 43220-3601  
 Loans By Phone |201 Keith St., Suite 80|Cleveland, TN 37311-5867  
 MRS Associates |1930 Olney Dr.|Cherry Hill, NJ 08003-2016  
 Merrick Bk |Attn: Bankruptcy|P.O. Box 9201|Old Bethpage, NY 11804-9001  
 Mpm Inc |Po Box 298|Millville, NJ 08332-0298  
 Muskingum County Court |27 North 5th Street|Zanesville, OH 43701-3450  
 NTB/CBSD |CitiCards Private Label Centralized Bank|Po Box 20507|Kansas City, MO 64195-0507  
 National Cash Advance |2322 June Pkwy, Unit L|Zanesville, OH 43701-6380  
 OHIO BUREAU OF WORKERS COMPENSATION|LAW SECTION BANKRUPTCY UNIT|P O BOX 15567|COLUMBUS OH 43215-0567  
 Ohio Department of Taxation |Attn: Bankruptcy Division|P.O. Box 530|Columbus, OH 43266-0030  
 Ohio Dept Job & Family Services |30 E. Broad Street|32nd Floor|Columbus, OH 43215-3414  
 Ohio Educ Cu |2554 East 22nd Str|Cleveland, OH 44115-3204  
 Ohio Educational Credit Union |2554 East 22nd Street|Cleveland, OH 44115-3204  
 Orthopaedic Associates of Zanesville |2854 Bell Street|P.O. Box 1388|Zanesville, OH 43702-1388  
 PORTFOLIO RECOVERY ASSOCIATES LLC|PO BOX 41067|NORFOLK VA 23541-1067  
 PORTFOLIO RECOVERY ASSOCIATES LLC|PO BOX 41067|NORFOLK VA 23541-1067  
 PORTFOLIO RECOVERY ASSOCIATES LLC|PO BOX 41067|NORFOLK VA 23541-1067  
 PORTFOLIO RECOVERY ASSOCIATES LLC|PO BOX 41067|NORFOLK VA 23541-1067  
 Preferred Associates of Pathology |P.O. Box 1390|Zanesville, OH 43702-1390  
 Quantum3 Group LLC as agent for |ACE Cash Express INC|PO Box 788|Kirkland, WA 98083-0788  
 Radiology Associates, Inc. |838 Market Street|Zanesville, OH 43701-3718  
 Sears/cbsd |Po Box 6189|Sioux Falls, SD 57117-6189  
 Soanb/fashion Bug Visa |1103 Allen Dr|Milford, OH 45150-8763  
 Spot Loan |P.O. Box 927|Palatine, IL 60078-0927  
 Synch/bargain Outlet |C/o Po Box 965036|Orlando, FL 32896-0001  
 The Ohio Bell Telephone Company |% AT&T Services, Inc|Karen Cavagnaro, Paralegal|One AT&T Way, Room 3A104|Bedminster, NJ 07921-2693  
 TOYOTA MOTOR CREDIT CORPORATION|PO BOX 8026|CEDAR RAPIDS IA 52408-8026  
 TOYOTA MOTOR CREDIT CORPORATION|PO BOX 8026|CEDAR RAPIDS IA 52408-8026  
 TOYOTA MOTOR CREDIT CORPORATION|PO BOX 8026|CEDAR RAPIDS IA 52408-8026  
 Transunion |P.O. Box 2000|Chester, PA 19016-2000  
 U S Dept Of Ed/Gsl/Atl |Po Box 4222|Iowa City, IA 52244  
 US Department of Education |P.O. Box 5227|Greenville, TX 75403-5227  
 Us Dept Of Education |Attn: Bankruptcy|Po Box 16448|Saint Paul, MN 55116-0448  
 Verizon |500 Technology Dr|Ste 550|Weldon Spring, MO 63304-2225  
 Wells Fargo Bank, N.A. |P.O. Box 19657|Irvine, CA 92623-9657  
 Wells Fargo Dealer Services |P.O. Box 25341|Santa Ana, CA 92799-5341  
 Weltman, Weinberg & Reis Co., LPA |965 Keynote Circle|Brooklyn Heights|Independence, OH 44131-1829  
 Wfs Financial/Wachovia Dealer Srvs |Po Box 3569|Rancho Cucamonga, CA 91729-3569  
 Zanesville Anesthesia |P.O. Box 632277|Cincinnati, OH 45263-2277  
 Zanesville Municipal Court |332 South Street|P.O. Box 566|Zanesville, OH 43702-0566  
 Deanna L. Lear |2548 E. Newman St.|Zanesville, OH 43701-1968  
 Joseph P. Lear |2548 E. Newman St.|Zanesville, OH 43701-1968

*/s/ Mitchell C. Marczewski***MITCHELL C. MARCZEWSKI (0073258)**